

RESOLUTION NO. 2014-58

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO AN INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR SURFACE WATER QUALITY SAMPLING AND ANALYSIS AT SIX STATIONS FOR A TERM OF FIVE YEARS AT A COST TO THE CITY IN AN AMOUNT NOT TO EXCEED A TOTAL SUM OF \$109,000.51, INCLUDING THE PURCHASE OF EQUIPMENT, AND FURTHER AUTHORIZING THE EXPENDITURE OF AN AMOUNT NOT TO EXCEED \$19,834.01 FOR FISCAL YEAR 2014-2015, \$19,759.53 FOR FISCAL YEAR 2015-2016, \$26,852.31 FOR FISCAL YEAR 2016-2017, \$20,962.88 FOR FISCAL YEAR 2017-2018 AND \$21,591.77 FOR FISCAL YEAR 2018-2019, A COPY OF WHICH IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, as part of the monitoring plan mandated under the City's National Pollutant Discharge Elimination System (NPDES) stormwater permit, the City agrees to compensate Miami-Dade County for costs associated with conducting water quality samples and analysis; and

WHEREAS, pursuant to the Interlocal Agreement, Miami-Dade County shall conduct all required field collection and laboratory quality assurance measures and all necessary data validation procedures and provide an annual report to the City that will be transmitted to the Florida Department of Environmental Protection as part of the City's stormwater NPDES Permit annual submittal; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 09-81 (June 10, 2009), the city of Hialeah entered into the Interlocal Agreement for five years; and

WHEREAS, the City finds that it is in the best interest of the health, safety and welfare of the community to renew into this Interlocal Agreement with Miami-Dade County for surface water quality sampling and analysis for an additional five years.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into an Interlocal Agreement with Miami-Dade County for surface water quality sampling and analysis at six stations for a term of six years at a cost to the City in an amount not to exceed a total sum of \$109,000.51, including the purchase of equipment, and further authorizes the expenditure of an amount not to exceed \$19,834.01 for Fiscal Year 2014-2015, \$19,759.53 for Fiscal Year 2015-2016, \$26,852.31 for Fiscal Year 2016-2017, \$20,962.88 for Fiscal Year 2017-2018 and \$21,591.77 for Fiscal Year 2018-2019, a copy of which is attached hereto and made a part hereof as Exhibit "1".

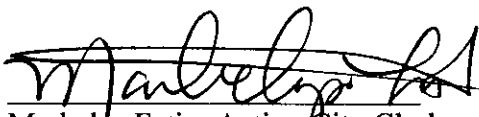
PASSED AND ADOPTED this 13 day of May, 2014.



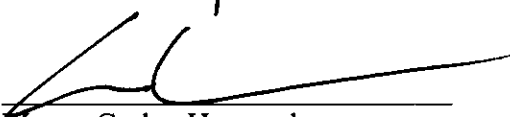
Isis Garcia Martinez
Council President

Attest:

Approved on this 16 day of May, 2014.



Marbelys Fatjo, Acting City Clerk



Mayor Carlos Hernandez

Approved as to form and legal sufficiency:



William M. Grodnick, City Attorney

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Resolution was adopted by a 6-0-1 vote with Council Members Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Hernandez, & Lozano voting "Yes", and Council Vice President Gonzalez absent.

ATTACHMENT A

INTERLOCAL AGREEMENT

Between The City of Hialeah and Miami-Dade County for Surface Water Quality Sampling and Analysis

This Interlocal Agreement by and between the City of Hialeah, Florida (hereinafter referred to as the "City") and Miami-Dade County (hereinafter referred to as "the County") is entered into to provide the City with services and information necessary to comply with the requirements set forth in the City's NPDES Permit (No. FL000023) Monitoring Plan.

- I. The City agrees to compensate the County for costs associated with conducting water quality sampling and analysis at six (6) stations in and adjacent to the City of Hialeah, as required in the monitoring plan mandated under the City's NPDES Permit.

Water quality samples will be collected quarterly on the same day (e.g., no more than 24 hours between collection of the first and last sample) by staff from the Miami-Dade County Department of Environmental Resources Management (DERM). One sampling event shall occur within each of the following periods: January 1st to March 31st, April 1st to June 30th, July 1st to September 30th and October 1st to December 31st of each calendar year. To the extent practicable, the date of sampling within each period should be consistent (+/- two weeks) from year to year.

- II. Period of Agreement. The Agreement will commence upon final execution by both parties and end September 30, 2019, unless modified as provided for herein.

- III. The following water quality parameters and methods will be used. The method used must have resolution minimally equivalent to the Method Detection Limits (MDLs) listed below:

Temperature	SM 2550B	(C°)
pH	SM 4500 H+B	(units)
Specific Conductivity	SM 2510A	(µS/cm)
Salinity	SM 2520B	(ppt)
Dissolved Oxygen	SM 4500-O G	(mg/L)
Fecal Coliform	SM 9222D	10 cfu/100ml.
Total Phosphorous	EPA 365.1	0.002 mg/L
Total Kjeldahl Nitrogen	EPA 351.2	0.08 mg/L
Color	EPA 110.2	5 PCU
Chlorophyll-a	SM18 10200 H	0.16 µg/L
COD	EPA410.4	3 mg/L
Copper (Freshwater)	EPA 200.7	0.7 µg/L
Zinc (Freshwater)	EPA 200.7	2.0 µg/L
Cadmium (Freshwater)	EPA 200.7	0.3 µg/L
Hardness	SM 2340B	1 mg/L
Total Suspended Solids	EPA 160.2	6 mg/L
Oil & Grease	EPA1664A	1.4 mg/L

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The City will be notified in writing 30 days in advance of any project-related changes related to parameter MDLs. All analyses will be performed by the DERM laboratory or by other laboratories contracted with the County that hold NELAC certification for that analysis/method.

- IV. For all sample collection, handling, documentation and verification, the County shall comply with Florida Department of Environmental Protection (FDEP) Quality Assurance Rule (Florida Administrative Code (FAC) 62-160 and the FDEP Standard Operating Procedures for Field Activities (FDEP SOP 001/01, Dec. 3, 2008). Additionally, the County shall, in accordance with the FDEP SOP 001/01 Section FA3300, maintain a Field Quality Manual. If there are to be any variances from the minimum requirements under FAC 62-160 or the FDEP SOP, the County must provide proof, in writing, of approval for the variance by the FDEP prior to implementation of the variation (email transmission of this approval is adequate). This includes any variations in sampling procedures or quality assurance/quality control (QA/QC) protocols.
- V. The following Surface Water Quality Stations will be sampled on a quarterly basis:
1. **HIA-LR01** Little River Canal at W. 16th Avenue and north of E. 52nd Street.
 2. **HIA-LR02** – Little River Canal at E. 8th Avenue and south of W. 53rd Street.
 3. **HIA-LR08** – Little River Canal at W. 4th Avenue and W. 53rd Terrace.
 4. **HIA-LR10** – Little River Canal at W. 28th Avenue and W. 53rd Street
 5. **HIA-RR01** – Red Road Canal at W. 4th Avenue and W. 68th Street.
 6. **HIA-RR02** – Red Road Canal at W. 4th Avenue and W. 37th Street.
- VI. The County agrees to conduct all required field collection and laboratory quality assurance measures and all necessary data validation procedures. The County will provide to the City an annual report that will include all data generated and all chain of custody forms. These results will be transmitted to the FDEP as part of the City's stormwater NPDES Permit annual report submittal.
- VII. Cost of Surface Water Sampling and Analysis. The City agrees to pay the County for the following costs incurred in performance of this agreement. The total amounts reflected in the table below for are water quality sampling and analysis.

	FY15	FY16	FY17	FY18	FY19
Total Laboratory Expenses	\$8,616.00	\$8,874.48	\$9,140.71	\$9,414.94	\$9,697.38
Equipment Purchases*	\$650.00	-	\$6,500.00	-	-
Equipment Maintenance	\$500.00	\$515.00	\$530.45	\$546.36	\$562.75
Operating Supplies	\$890.00	\$916.70	\$944.20	\$972.53	\$1,001.70
Vehicle Expenses	\$400.00	\$412.00	\$424.36	\$437.09	\$450.20
Personnel Salary	\$8,778.01	\$9,041.35	\$9,312.59	\$9,591.97	\$9,879.73
Annual Total (not to exceed)					

*The equipment purchases in FY15 includes a Niskin and in FY17 a YSI multi-parameter sonde and logger.

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VIII. Total Agreement Cost. The total reimbursable cost to the County for surface water sample collection and analyses for the life of this agreement is not to exceed **\$109,000.51**.

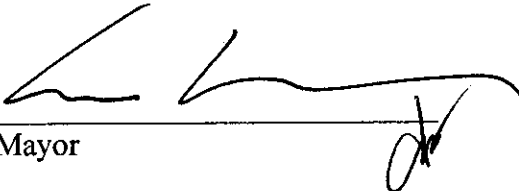
IX. Deliverables and Payments.

1. The City agrees to reimburse the County for costs of activities set forth in this agreement.
2. The County will provide to the City an annual report by November 30th for each previous fiscal year (October 1 through September 30) that will include all data generated and all chain of custody forms. The annual report will be submitted both electronically and in printed format.
3. The County will submit invoices no more frequently than quarterly to the City. Invoices will include the details of all expenses incurred.
4. The City will review invoices and notify the County within 14 days of any discrepancies or questions regarding the invoice. Unless otherwise notified, an invoice is considered 'accepted' 15 days after submittal. However, the City retains the right to request additional supporting documentation and information and to hold payment until such documentation or information is received and reviewed.
5. Payment of the invoice is due 30 days after acceptance of the invoice.

X. Amendments. This Agreement can be modified by amendment through mutual agreement of both parties. All amendments to the agreement must be in writing and signed by both parties, and become effective as of the date of the final signatory unless otherwise noted therein.

XI. Approvals. This Agreement is agreed to and becomes effective upon final execution of the agreement by the parties:

For:
City of Hialeah, Florida



Mayor

6/2/14
Date

For:
Miami-Dade County, Florida

County Mayor or County Mayor's Designee

Date